

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	
	)	File No. EB-06-IH-0851
Navajo Missions, Inc.	)	Acct. No. 200732080017
	)	FRN 0009053224
Licensee of Noncommercial Educational	)	Facility ID No. 47890
Station KNMI(FM), Farmington, New	)	
Mexico	)	

**CONSENT DECREE**

**I. INTRODUCTION**

1. This Consent Decree is entered into by the Enforcement Bureau of the Federal Communications Commission and Navajo Missions, Inc.

**II. DEFINITIONS**

2. For the Purposes of this Consent Decree, the following definitions will apply:
- a. "NMI" means Navajo Missions, Inc.;
  - b. "Non-Related Company" means a company or organization in which neither NMI nor its principals, individually or collectively, are an officer, director, partner, member, manager or holder (directly or indirectly) of an ownership interest;
  - c. "Commission" or "FCC" means the Federal Communications Commission;
  - d. "Bureau" means the Enforcement Bureau of the Federal Communications Commission;
  - e. "Parties" means the Bureau and NMI;
  - f. "Station" means Station KNMI(FM), Farmington, New Mexico (Facility ID No. 47890);
  - g. "Licenses" means all authorizations, permits and licenses issued by the Commission in connection with the operation of the Station;
  - h. "Licensee" means the holder of the License;
  - i. "Act" means the Communications Act of 1934, as amended, 47 U.S.C.

Section 151 *et seq.*;

- j. “Rules” means the Commission’s regulations set forth in Title 47 of the Code of Federal Regulations;
- k. “Underwriting Laws” means Section 399B of the Communications Act of 1934, 47 U.S.C. § 399b, and Section 73.503(d) of the Commission’s Rules, 47 C.F.R. § 73.503(d).
- l. “Adopting Order” means an order of the Bureau adopting this Consent Decree;
- m. “Effective Date” means the date on which the Adopting Order is released;
- n. “Consultant” means a outside professional adviser who is expert in Underwriting Laws and issues and who is retained by the Licensee;
- o. “Investigation” means the investigation conducted by the Bureau regarding compliance by NMI with the Act and the Rules governing underwriting announcements by noncommercial educational broadcast stations in connection with its operation of the Stations during the period August 9-11, 2005, and November 1, 2005; and
- p. “Violations” means violations of Section 399(b) of the Act and Section 73.503(d) of the Rules<sup>1</sup> by NMI, as described in this Consent Decree.

### III. BACKGROUND

3. On or about December 9, 2005, the Bureau received a complaint alleging that the Station had aired prohibited underwriting announcements during the period August 9-11, 2005, and November 1, 2005. The complaint resulted in the commencement of an investigation by the Bureau which revealed apparent Violations with regard to certain underwriting announcements aired over the Station by NMI during that period (the “Violations”). These announcements appear to have violated Section 399(b) of the Act and Section 73.503(d) of the Rules because they exceeded the bounds of what is permissible and within licensee discretion under the Act and pertinent Commission precedent.<sup>2</sup>

4. NMI and the Bureau acknowledge that any proceeding that might result from the Investigation will require the significant expenditure of public and private resources. In order to conserve such resources and to promote compliance by NMI with the Act and the Rules, the Parties hereby enter into this Consent Decree in consideration of the mutual commitments made herein.

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<sup>1</sup> See 47 U.S.C. § 399b; 47 C.F.R. § 73.503(d).

<sup>2</sup> See *Xavier University*, Letter of Admonition, issued November 14, 1989 (Mass Med. Bur.), *recons. granted*, Memorandum Opinion and Order, 5 FCC Rcd 4920 (1990).

**IV. AGREEMENT**

5. NMI agrees that the Bureau, by delegated authority of the Commission, has jurisdiction over the matters contained in this Consent Decree, and the authority to enter into and adopt this Consent Decree.

6. NMI agrees to be legally bound by the terms and conditions of this Consent Decree. NMI represents and warrants that its signatory is duly authorized to enter into this Consent Decree on its behalf.

7. The Parties agree that this Consent Decree will become effective on the Effective Date. Upon the Effective Date, the Adopting Order and this Consent Decree will have the same force and effect as any other order of the Bureau and any violation of the terms of this Consent Decree will constitute a separate violation of a Bureau order, entitling the Bureau to subject NMI to enforcement action for such violation, as well as enforcement action with respect to the Violations.

8. NMI hereby admits to having committed the Violations.

9. In consideration of the terms and conditions set forth herein, the Bureau agrees to terminate its Investigation. From and after the Effective Date, in the absence of material new evidence, the Bureau agrees that it will not use the Violations in any action against NMI, provided that it satisfies all of its obligations under this Consent Decree. Nothing in this Consent Decree will prevent the Bureau from instituting or recommending to the Commission any new investigation or enforcement proceeding against NMI in the event of any alleged future misconduct involving violation of this Consent Decree, or violation of the Act or the Rules.

10. NMI agrees that within five (5) calendar days after the Effective Date, it will make a voluntary contribution to the United States Treasury in the amount of One Thousand Five Hundred Dollars (\$1,500.00). Such payment will be made without further protest or recourse, by check or similar instrument, payable to the order of the Federal Communications Commission. Such payment will include the NAL/Acct. No. and FRN No. referenced in the Adopting Order. Such payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 358340, Pittsburgh, PA 15251-8340. Such payment by overnight mail may be sent to Mellon Bank /LB 358340, 500 Ross Street, Room 1540670, Pittsburgh, PA 15251. Such payment by wire transfer may be made to ABA Number 043000261, receiving bank Mellon Bank, and account number 9116229.

11. As a further condition to this agreement, NMI will institute and follow the terms of a Compliance Plan within thirty (30) days of the Effective Date. The Plan will include, at a minimum, the following components:

a. NMI will utilize its multi-level review procedure for underwriting content to be aired on the Station. All scripts of announcements will continue to be reviewed, prior to broadcast, for compliance with the Underwriting Laws.

b. Within thirty days of joining NMI, any new station employee hired by NMI will be trained on acceptable underwriting content that complies with the Underwriting Laws. In addition, NMI station employees will be trained on an annual basis regarding existing guidelines and, where applicable, pertinent changes to the

Underwriting Laws.

c. NMI will also implement and maintain a plan to educate prospective clients about appropriate underwriting content. To that end, NMI will provide a written overview of the Underwriting Laws to each client before it accepts any contract with the client to air material over Station KNMI(FM). NMI will not accept any announcement that does not comply with the Underwriting Laws.

12. NMI agrees that any violation of this Consent Decree, including but not limited to a failure to make any of the payments required by Paragraph 10 hereof, will constitute a separate violation of a Commission order and subject each to appropriate administrative sanctions.

13. This Consent Decree will be binding on NMI's transferees, successors and assigns, provided that in the event of an assignment or transfer of the Licenses to a Non-Related Company, only the obligations of Paragraph 10 will be binding on the assignee or transferee.

14. NMI waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Order, provided the Order adopts the Consent Decree without change, addition or modification.

15. NMI agrees to waive any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. Section 504 and 47 C.F.R. Section 1.1501 *et seq.*, relating to the matters discussed in this Consent Decree.

16. NMI agrees that the effectiveness of this Consent Decree is expressly contingent upon issuance of the Order, provided the Order adopts the Consent Decree without change, addition or modification.

17. NMI and the Bureau each agrees that if NMI, the Commission or the United States on behalf of the Commission, brings a judicial action to enforce the terms of the Order adopting this Consent Decree, neither NMI nor the Commission will contest the validity of the Consent Decree or Order, and NMI will waive any statutory right to a trial *de novo* with respect to any matter upon which the Order is based (provided in each case that the Order is limited to adopting the Consent Decree without change, addition, or modification), and will consent to a judgment incorporating the terms of this Consent Decree.

18. NMI and the Bureau agree that in the event that this Consent Decree is rendered invalid by any court of competent jurisdiction, it will become null and void and may not be used in any manner in any legal proceeding.

19. This Consent Decree may be signed in counterparts and/or by telecopy and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed by telecopy or by original signatures.

**FEDERAL COMMUNICATIONS COMMISSION**

\_\_\_\_\_  
By: Kris Anne Monteith  
Chief, Enforcement Bureau

Date: \_\_\_\_\_

**NAVAJO MISSIONS, INC.**

\_\_\_\_\_  
By: Robert Fitz, President

Date: \_\_\_\_\_